

By: Jose Angel De Luna Romero,
Deputy Clerk

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

05/18/2026

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF TULARE**

16 MARINA BARRIGA, on behalf of herself
17 and others similarly situated,

18 Plaintiff,

19 vs.

20 MINERAL KING RADIOLOGICAL
21 MEDICAL GROUP, INC., dba VIP
22 SPECIALISTS, INC. and dba VISALIA
23 IMAGING AND OPEN MRI, a California
24 Corporation; MINERAL KING IMAGING
25 ASSOCIATES, LLC, a limited liability
26 California Corporation; and DOES 1 through
27 50, inclusive,

28 Defendants.

Case No.: VCU305834

CLASS ACTION

Assigned for All Purposes To:

Hon. David C. Mathias

Dept.: 01

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 30, 2026

Time: 8:30 a.m.

Dept.: 01

Original Complaint Filed: February 5, 2024

First Amended Complaint Filed: August 1, 2025

Trial Date: None Set

ORDER

1
2 Plaintiff Marina Barriga (“Plaintiff”), on behalf of herself and other similarly situated
3 employees of Defendants Mineral King Radiological Medical Group, Inc., dba VIP Specialists,
4 Inc. and dba Visalia Imaging and Open MRI; and Mineral King Imaging Associates, LLC
5 (“Defendants”) (collectively, “the Parties”), filed an unopposed Motion for Preliminary Approval
6 of the Parties’ Class Action and PAGA Settlement (“Settlement Agreement”). The Motion was set
7 for hearing on April 30, 2026, at 8:30 a.m. in Department 1 of the Tulare Superior Court located at
8 221 S Mooney Blvd # 201, Visalia, CA 93291. The Court, having considered the Settlement
9 Agreement and the proposed Notice of Class Action and PAGA Settlement (“Class Notice”)
10 which is attached as Exhibit A to the Settlement Agreement and as Exhibit 1 to this Order, the
11 submissions of counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

12 1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement,
13 which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

14 2. This Order incorporates by reference the definitions in the Settlement Agreement,
15 and all terms defined therein will have the same meaning as in this Order;

16 3. The Court conditionally certifies a Class consisting of all non-exempt, hourly
17 employees who worked for Defendant in California during the Class Period, which is February 5,
18 2020, through November 24, 2024. (Kim Decl., Exhibit 1, Settlement Agreement ¶¶ 1.5, 1.12).

19 4. The class action settlement contemplated by the Settlement Agreement is
20 preliminarily approved based upon the terms set forth in the Settlement Agreement. The
21 Settlement appears to be fair, adequate, and reasonable for the Class and in the best interests of
22 the absent class members and falls within the range of reasonableness that could ultimately be
23 granted final approval by the Court.

24 5. The Court preliminarily finds, for settlement purposes only, that the Class meets
25 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
26 the absence of class certification and settlement, each individual Class Member would have to
27 litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-hour
28 violations asserted in the action; (iii) the typicality requirement because Plaintiff and Class

1 Members' claims all arise from the same alleged events and course of conduct, and are based on
2 the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has
3 the same interests as all members of the Class, and they are represented by experienced and
4 competent counsel. The Court further finds, preliminarily and for settlement purposes only, that
5 common issues predominate over individual issues in this litigation and that class treatment is
6 superior to the other means of resolving this dispute.

7 6. The preliminary approval of the class action settlement includes the approval for
8 purposes of the Settlement of David Yeremian, Roman Shkodnik, Enoch J. Kim, Amanda Fazio,
9 and Antonia McKee of D.Law, Inc. as Class Counsel, Plaintiff Marina Barriga as Class
10 Representative, and Apex Class Action, LLC ("Apex") as the Settlement Administrator. Class
11 Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents
12 required by or which may be given pursuant to the Settlement Agreement and such other acts
13 reasonably necessary to consummate the Settlement. The Settlement Administrator is authorized
14 to perform such acts as set forth in this Order and the Settlement Agreement.

15 7. The Court grants approval of the PAGA settlement pursuant to the terms and
16 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
17 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
18 § 2699(1)(2).

19 8. The Class Notice advises the Class of the material terms and provisions of the
20 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
21 approved as to form and content. The Court approves the procedures set forth in the Settlement
22 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
23 forth in the Class Notice.

24 9. The Class Notice will be sent in a notice packet by first-class mail to the Class
25 Members in accordance with the schedule set forth in the Settlement Agreement. The dates
26 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in the
27 Settlement Agreement, meet the requirements of due process and provide the best notice
28

1 practicable under the circumstances, and will constitute due and sufficient notice to all persons
2 entitled thereto.

3 10. Each Class Member who wishes to be excluded from the Class portion of the
4 Settlement must submit a written request to be excluded from the Class portion of the Settlement
5 by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely
6 request to be excluded from the Class portion of the Settlement consistent with the terms of the
7 Settlement Agreement (“Participating Class Member”) shall be bound by the terms of the
8 Settlement Agreement.

9 11. Only Participating Class Members may object to the Class portion of the
10 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
11 Class Counsel Award, Settlement Administration Costs, and/or Class Representative Service
12 Payment. Participating Class Members may send written objections to the Settlement
13 Administrator, by fax, email, or mail, by the deadline set forth in the Class Notice. Participating
14 Class Members may also appear in Court (or hire an attorney to appear in Court at their own
15 expense) to present verbal objections at the Final Approval Hearing.

16 12. A Final Approval Hearing on the question of whether the proposed Settlement,
17 Class Counsel Award to Class Counsel for attorneys’ fees and reasonable expenses incurred in
18 connection with this Action, Class Representative Service Payment to Plaintiff for her service in
19 this Action, and Settlement Administration Costs should be approved as fair, reasonable, and
20 adequate as to the Class and whether the Settlement should be given final approval is scheduled
21 on: _____, 2026 at _____.m. Plaintiff shall file a motion for final approval of the
22 Settlement no later than 16 court days prior to the Final Approval Hearing.

23 13. The Settlement Agreement will not be construed as an admission or evidence of
24 either liability or the appropriateness of class certification in the non-settlement context, as more
25 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
26 rights of Defendant to oppose certification of a class in this action should the proposed Settlement
27 not be granted final approval. If, for any reason, the Court does not grant final approval of the
28 Settlement, all evidence and proceedings held in connection therewith shall be without prejudice

1 to the status quo ante rights of the parties to the litigation as more specifically set forth in the
2 Settlement Agreement.


3 14. All further proceedings in this action are stayed except such proceedings necessary
4 to review, approve, and implement this Settlement.

5 15. The Court finds that all required notifications and submissions to the California
6 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
7 Motion have been made by Plaintiff in the time and manner specified under PAGA.

8 **IT IS SO ORDERED.**

Approved pursuant to terms of 5/14/26
adopted tentative ruling.

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10 Dated: May 18, 2026



Hon. David C. Mathias
Judge of the Superior Court

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